

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

V.

XPRESS SERVICES, INC.
d/b/a EXPRESS STAFFING,

Defendant.

CIVIL ACTION NO.

2:08-cv-02646-STA-cgc

CONSENT DECREE

This lawsuit was filed September 30, 2008, by the Equal Employment Opportunity Commission (hereafter “the Commission”) against Xpress Services, Inc. d/b/a Express Staffing (hereafter “Express”) under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (hereafter “Title VII”). In the Complaint in this lawsuit, the Commission claims that Express refused to hire Jontay Purdie and other females for General Laborer jobs because of their sex.

The Commission and Express have agreed to this Consent Decree (hereafter “this decree”) to settle all of the claims involved in this lawsuit.

This decree constitutes the complete and exclusive agreement between the parties with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this decree shall be effective unless made in writing and signed by both parties. No representations or inducements to compromise this action have been made, other than those recited or referenced in this decree.

The Court has reviewed the terms of this decree in light of the applicable laws and regulations, and hereby approves this decree. **THEREFORE**, it is hereby **ORDERED**:

JURISDICTION

1. The United States District Court for the Western District of Tennessee, Western Division, has jurisdiction over the parties and subject matter of this lawsuit, and will retain jurisdiction over this decree for purposes of enforcement and dispute resolution.

DURATION OF DECREE

2. This decree will be binding on the parties to this lawsuit for five years after the date of its entry by the Court.

INJUNCTIVE RELIEF

3. Express, its supervisors, managers, officers, directors, agents, and successors are enjoined from refusing to hire employees on the basis of sex in violation of Title VII.

4. Express, its supervisors, managers, officers, directors, agents, and successors are enjoined from retaliating against its employees and applicants for employment because they have opposed any practice made an unlawful employment practice by Title VII, or because they have made a charge or testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under Title VII.

INDIVIDUAL REMEDIES

5. Express will pay \$5,000.00 in monetary damages to Jontay Purdie. The payment will be made by mailing a check for \$5,000.00 to Ms. Purdie at 1245 Dayton St., Camden, NJ 08104. A copy of the check (front and back), and a copy of any documents mailed with the check, will be mailed at the same time to:

Carson L. Owen, Senior Trial Attorney
Equal Employment Opportunity Commission
1407 Union Ave., Suite 901
Memphis, TN 38104

6. Express will prepare and mail a 1099 tax reporting form to Jontay Purdie by the end of January, 2010, and will make appropriate reports to the Internal Revenue Service, concerning the payment.

NOTIFICATION OF RESUMPTION OF BUSINESS

7. If Express resumes conducting any business at any time during the duration of this decree, then it must notify the Commission in writing within ten days after it has resumed the conducting of business by sending a letter to Carson Owen at the address indicated above.

NOTIFICATION OF SUCCESSORS

8. Express will provide prior written notice to any potential purchaser of Express's business, or a purchaser of all or a portion of Express's assets, and to any other potential successor, of the Commission's lawsuit, the allegations raised in the Commission's complaint, and the existence, contents, and requirements of this decree.

TRAINING

9. If Express resumes conducting any business at any time during the duration of this decree, then within sixty days after resuming the conducting of business, Express will conduct a mandatory training lasting at least three hours, conducted by a trainer agreed to by Express and the Commission, for all of its managers, concerning their responsibility not to refuse employment to applicants for employment on the basis of sex. Within twenty days after the completion of this training, Express will submit a

report to Carson Owen, at the address indicated above, confirming that this training has occurred, with copies of the training materials and related documentation evidencing the accomplishment of the training, including the printed and signed name of each manager who attended the training, and the period of time the manager attended the training.

REPORTING

10. If Express resumes conducting any business at any time during the duration of this decree, then within six months after resuming the conducting of business, Express will submit a report to Carson Owen, at the address indicated above, and will submit subsequent reports every six months thereafter during the duration of this decree. Each report will state the name, sex, date of hire, and job title of each employee who was hired during the previous six months. Each report will be accompanied by a copy of each application for employment that was received by Express during the previous six months, and by an Applicant Flow Log, prepared and maintained by Express, showing in chronological order the name, gender, date of application, and job applied for, for each applicant for employment during the previous six months. The last report submitted will be submitted no later than one month before the end of the duration of this decree, even if that report does not cover a full six month period of time.

CLAIMS OF BREACH AND OPPORTUNITY TO CURE

11. The Commission will not file a motion or other petition with the Court seeking the Court's assistance with respect to any alleged breach by Express of this decree until the following procedure has been fully utilized. At any time prior to the expiration of this decree, if the Commission claims that Express has in any way breached its obligations under this Decree, the Commission will promptly serve notice of such claim on the

following person:

Edward P. Bronston
Law Office of Edward P. Bronston
246 Adams Ave.
Memphis, TN 38103

12. Such notice shall include a detailed statement of the claim and the specific provision of this decree which the Commission claims has been breached, and the factual basis for such claim. Express will thereafter have up to 30 days to attempt to resolve the alleged breach to the Commission's satisfaction, or such additional period of time to which Express and the Commission mutually agree.

13. If the alleged breach is not resolved through the process described above, the Commission may serve written notice on Express of the failure to resolve the alleged breach, and may thereafter proceed to move the Court for assistance in resolving any remaining dispute with respect to compliance with this decree.

ATTORNEY'S FEES AND COSTS

14. The Commission and Express will each bear their own attorney's fees and costs incurred in this lawsuit.

SO ORDERED this 29th day of June, 2010.

**s/ S. Thomas Anderson
S. THOMAS ANDERSON
UNITED STATES DISTRICT JUDGE**

(Concluded on next page.)

Consented to on behalf of the respective parties:

FOR PLAINTIFF:

JAMES LEE

Deputy General Counsel

GWENDOLYN YOUNG REAMS

Associate General Counsel

s/ Faye A. Williams

FAYE A. WILLIAMS

Regional Attorney

Tennessee Bar No. 11730

s/ William A. Cash, Jr.

WILLIAM A. CASH, JR.

Supervisory Trial Attorney

Bar No. AR88081

s/ Carson L. Owen

CARSON L. OWEN

Senior Trial Attorney

Tennessee Bar No 09240

EQUAL EMPLOYMENT

OPPPORTUNITY COMMISSION

1407 Union Avenue, Suite 621

Memphis, TN 38104

Telephone: 901-544-0133

FOR DEFENDANT:

s/ Michael Nobles

MICHAEL NOBLES

President

XPRESS SERVICES, INC.

d/b/a EXPRESS STAFFING

s/ Edward P. Bronston

EDWARD P. BRONSTON

Law Office of Edward P. Bronston

246 Adams Ave.

Memphis, TN 38103

Attorney for Defendant